

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA**

Reymundo Jose Gonzalez,

Plaintiff,

v.

Las Catrinas, LLC d/b/a Las Catrinas Mexican
and Tequila Bar and Bradford Geisen

Defendants.

Case No. _____

**PLAINTIFF DEMANDS
TRIAL BY JURY**

COMPLAINT

Plaintiff, Reymundo Jose Gonzalez (“Plaintiff”), by and through their attorneys, Daniel I. Schlade, complain against Las Catrinas, LLC d/b/a Las Catrinas Mexican and Tequila Bar (“Defendant” or “Las Catrinas”) and Bradford Geisen (“Defendant” or “Geisen”). Las Catrinas and Geisen may collectively be referred to as “Defendants”. In support of this Complaint, Plaintiff states:

Introduction

1. This action seeks redress for Defendants’ willful violations of the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. (“FLSA”), as well as any related state law claims, for Defendants’ failure to pay overtime wages owed.

Parties

2. Plaintiff is a resident of Delray Beach, Florida; and he was employed by Las Catrinas and Geisen.

3. Las Catrinas is a business that is located, headquartered, and conducts business in Delray Beach, Florida.

4. Geisen is the owner and President Of Las Catrinas, and they are in charge of its employees. On information and belief, Geisen is a resident of Delray Beach, Florida.

5. Defendants are “an enterprise engaged in commerce or in the production of goods for commerce” under 29 USC § 203(s)(1)(A)(i) and (ii) because they have annual gross volume of sales made or business done of at least \$500,000; and because they are engaged in interstate commerce or in the production of goods for interstate commerce. Additionally, they have more than three employees.

Jurisdiction And Venue

6. The Court possesses subject matter jurisdiction over the FLSA claim(s) pursuant to 29 U.S.C. § 216(b) and 28 U.S.C. § 1331 (federal question), and 28 U.S.C. §1337; and supplemental jurisdiction over any related state law claim(s) pursuant to 28 U.S.C. § 1367.

7. Venue is proper in the SOUTHERN District of Florida because all underlying facts and transactions occurred in or about Delray Beach, Florida.

Facts Common To All Claims

8. Las Catrinas is an “employer” as that term is defined in Section 203 of the FLSA, because it is a privately owned for-profit entity.

9. Geisen is an “employer” as that term is defined in Section 203 of the FLSA, because: (1) they were Plaintiff’s head “boss” at Las Catrinas; (2) they had the power to hire and fire the employees, including Plaintiff; (3) they supervised and controlled Plaintiff’s work schedules and conditions of employment; (4) they determined the rate and method of payment for employees; and (5) they maintained employment records.

COUNT I: VIOLATION OF THE FLSA

10. Plaintiff reincorporates by reference Paragraphs 1 through 9, as if set forth in full herein for Paragraph 10.

11. Plaintiff began working at Las Catrinas in or before March 2020 until October 24, 2022.

12. At all times, Plaintiff held the same position at Las Catrinas, they were a dishwasher and food preparer. Plaintiff was an “employee” of Defendants as that term is used in Section 203 of the FLSA because he was employed by Defendants to perform cooking, food prep, and cleaning, and they do not fall into any of the exceptions or exemptions for workers under the FLSA.

13. Although schedules are subject to change, Plaintiff’s general schedule with Defendants required Plaintiff to work on average 54 hours per week from March 2020 until March 2022, and 48 hours from April 2022 until October 24, 2022.

14. Plaintiff was paid their wages on a(n) weekly basis.

15. Plaintiff’s wages were not based on the number of jobs performed or completed, nor was it based on the quality or efficiency of their performance.

16. Plaintiff’s rate of pay was \$13.00 per hour from March 2020 until October 2020; \$15.00 per hour from November 2020 until May 2021; and \$17.00 per hour from June 2021 until October 24, 2022.

17. Throughout the course of Plaintiff’s employment with Defendants, Defendants regularly scheduled and directed Plaintiff to work in excess of forty (40) hours per week.

18. Defendants did not pay Plaintiff not less than one and a half (1.5) times the regular rate at which he was employed during the hours worked in excess of forty (40) hours per week.

19. On information and belief, Defendants have failed to keep proper time records tracking Plaintiffs' time worked; and Defendants' failure and refusal to pay Plaintiff overtime wages for hours worked in excess of forty (40) hours per week was a willful violation of the FLSA.

20. Plaintiff is entitled to recover unpaid overtime wages, and liquidated damages for up to three (3) years prior to the filing of this lawsuit. On information and belief, this amount includes: (i) \$13,461.00 in unpaid overtime wages; (ii) liquidated damages of \$13,461.00; and (iii) Plaintiff's attorney's fees and costs, to be determined. A calculation of Plaintiff's damages are attached as Exhibit A.

WHEREFORE, Plaintiff Reymundo Jose Gonzalez respectfully requests that the Court enter a judgment in their favor and against Defendants Las Catrinas and Geisen jointly and severally, for:

- A. The amount of unpaid wages and overtime for all time worked by Plaintiff in excess of forty (40) hours in individual work weeks, totaling at least \$13,461.00;
- B. An award liquidated damages in an amount equal to at least \$13,461.00;
- C. A declaration that Defendants violated the FLSA;
- D. An award reasonable attorneys' fees and costs; and
- E. Any such additional or alternative relief as this Court deems just and proper.

COUNT II: BREACH OF CONTRACT

21. Plaintiff Reymundo Jose Gonzalez entered into an employment contract with Defendants Las Catrinas, LLC d/b/a Las Catrinas Mexican and Tequila Bar and Bradford Geisen, wherein Plaintiff would perform dishwashing and food preparation duties, and in exchange Plaintiff was to receive his wages.

22. Plaintiff performed all the obligations and conditions on its part to be performed under the Agreement.

23. Defendants paid Plaintiff with several checks that were returned due to insufficient funds. As a result, Plaintiff is owed approximately \$16,000.00 in unpaid wages. Plaintiff has repeatedly demanded payment of all amounts due and owing from Defendants, who have failed to make any payments.

24. Defendants' failure to make payment constitutes a breach of contract.

25. As a result of the above, Plaintiff Reymundo Jose Gonzalez has suffered damages in the amount of \$16,000.00, plus costs, prejudgement interest, and attorneys fees.

WHEREFORE, Plaintiff Reymundo Jose Gonzalez respectfully requests that the Court enter a judgment in its favor and against Defendants and order Defendants to pay \$16,000.00, plus costs, pre judgement interest, and attorneys fees.

s/Daniel I. Schlade
Attorney For Plaintiff
Daniel I. Schlade (Bar No.#1034991)
Attorney For Plaintiff
Justicia Laboral, LLC
6232 N. Pulaski, #300
Chicago, IL 60646
773-942-9415 x 103
Email: dschlade@justicialaboral.com
danschlade@gmail.com

PLAINTIFF DEMANDS TRIAL BY JURY

EXHIBIT A

Week	Av. Hours/Wk.	Hours Over 40	Hrly. Wage	MW/Hr.	Unpaid MW	Unpaid OT	FLSA Liquidated
3/1/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
3/8/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
3/15/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
3/22/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
3/29/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
4/5/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
4/12/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
4/19/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
4/26/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
5/3/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
5/10/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
5/17/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
5/24/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
5/31/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
6/7/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
6/14/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
6/21/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
6/28/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
7/5/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
7/12/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
7/19/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
7/26/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
8/2/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
8/9/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
8/16/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
8/23/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
8/30/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
9/6/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
9/13/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
9/20/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
9/27/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
10/4/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
10/11/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
10/18/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
10/25/2020	54	14	\$13.00	\$0.00	\$0.00	\$91.00	\$91.00
11/1/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
11/8/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
11/15/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
11/22/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
11/29/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
12/6/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
12/13/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
12/20/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
12/27/2020	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
1/3/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
1/10/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
1/17/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
1/24/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
1/31/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
2/7/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
2/14/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
2/21/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
2/28/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
3/7/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
3/14/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
3/21/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
3/28/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
4/4/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
4/11/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
4/18/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
4/25/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
5/2/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
5/9/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
5/16/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
5/23/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00

5/30/2021	54	14	\$15.00	\$0.00	\$0.00	\$105.00	\$105.00
6/6/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
6/13/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
6/20/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
6/27/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
7/4/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
7/11/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
7/18/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
7/25/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
8/1/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
8/8/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
8/15/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
8/22/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
8/29/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
9/5/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
9/12/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
9/19/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
9/26/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
10/3/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
10/10/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
10/17/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
10/24/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
10/31/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
11/7/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
11/14/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
11/21/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
11/28/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
12/5/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
12/12/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
12/19/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
12/26/2021	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
1/2/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
1/9/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
1/16/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
1/23/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
1/30/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
2/6/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
2/13/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
2/20/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
2/27/2022	54	14	\$17.00	\$0.00	\$0.00	\$119.00	\$119.00
3/6/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
3/13/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
3/20/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
3/27/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
4/3/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
4/10/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
4/17/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
4/24/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
5/1/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
5/8/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
5/15/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
5/22/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
5/29/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
6/5/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
6/12/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
6/19/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
6/26/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
7/3/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
7/10/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
7/17/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
7/24/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
7/31/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
8/7/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
8/14/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
8/21/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
8/28/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
9/4/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
9/11/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
9/18/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
9/25/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
10/2/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00

10/9/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
10/16/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
10/23/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
10/30/2022	48	8	\$17.00	\$0.00	\$0.00	\$68.00	\$68.00
TOTALS:						\$13,461.00	\$13,461.00